

4-1025

THIS AGREEMENT made 11th day of January, 1970 between

02-30

THE LITTLE FERRY BOARD OF EDUCATION, hereinafter referred to as the Board, and

THE LITTLE FERRY PRINCIPAL ASSOCIATION, hereinafter referred to as the Association.

W I T N E S S E T H:

Be it known that,

WHEREAS, The Board is required by law to negotiate with the Association on wages and the terms and conditions of employment, and

WHEREAS, the parties through good faith negotiations have reached agreement in all matters and desire to execute this contract covering such agreement,

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. RECOGNITION CLAUSE

The Board hereby recognizes the Little Ferry Principal Association as the exclusive bargaining representative for all principals under contract.

(a) The term "principal" when used hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.

(b) The term "Board" shall include its officers and agents. The Board agrees not to negotiate with any organization other than unit designated as its representative, above mentioned, for the duration of this agreement.

2. MANAGEMENT RIGHTS CLAUSE

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, with-

THIS BOOK DOES
NOT CIRCULATE

out limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

(a) To the exclusive management and administrative control of the school district, its properties and facilities and the activities of the school.

(b) To make, amend and enforce rules so the provisions of law, to regulate the qualifications, and the conditions for grants of tenure, promotion, to their dismissal or demotion; and to provide a system of rewards for employees;

(c) To determine the curriculum and instruction, including special programs of instruction, vocational, recreational and adult education, for the school, and to do all that may be deemed necessary or advisable by the Board;

(d) To decide upon the kind and classes of construction, the selection of building and construction materials, and the use of less than the ordinary in such nature.

(e) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the adoption of any and all documents in connection therewith shall be limited only by law or article 13, express terms of this agreement and then only to the extent such specific

and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of Education responsibilities, and authority under any law, statute, or rule, County, District, or local laws or regulations and rules and regulations.

3. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT COMMITTEE

The Board hereby creates the Professional Development and Educational Improvement Committee to act upon requests from principals to attend C. T. S. workshops, seminars, conferences, in service training sessions or other such sessions. The committee shall be composed of five members consisting of the Superintendent or designee, one building principal (to be appointed by the Superintendent with Board approval) and two teaching representatives to be selected by the teaching staff for a two year term.

All recommendations of the committee must be approved by the Board of Education.

4. PROFESSIONAL INCENTIVE PROGRAM

(a) The purpose of the Professional Incentive Program is to enable principals to maintain and increase their professional training through activities that will best serve their needs as principals and the needs of the Board.

(b) All equivalency credit activities shall be recommended by the Professional Development and Educational Improvement Committee and submitted to the Board of Education for approval. A written application must be completed on the appropriate request form which may be obtained from the Superintendent.

(c) Equivalency credits may be granted for courses, workshops, etc., in-service or non-sponsored or approved by the local school board, or courses taken through learning or other professional organizations.

(d) Equivalency credits shall be granted upon receipt of certified transcripts from institutions of higher learning or certificates of attendance from in-service courses.

(e) Credits

i. College graduate study undertaken by any accredited college or university shall have the credits determined by the specific institution of higher learning.

ii. The credits for Suffolk County Education Association sponsored or approved workshops shall be determined by the total number of hours, i.e.:

12 hours equals: 1 Credit
24 hours equals: 2 Credits, etc.

iii. The credits for any in-service programs sponsored or approved by the Board shall be determined by the total number of hours, i.e.:

12 hours equals: 1 Credit
24 hours equals: 2 Credits, etc.

iv. Any accumulations of fifteen (15) credits submitted by a principal must consist of ten (10) credits earned in graduate study in an accredited college or university.

(f) The Board of Education shall reimburse any principal participating in the Professional Incentive Program for any tuition fees incurred by the principal; the principal shall be eligible for the same amounts so allowed to the teachers for each of the years 1974-75, 1975-76, and 1976-77.

i. Reimbursement for tuition fees incurred for credit and non-credit activity shall be made in proportion of the school year following the year in which tuition fees were

required but shall be applied to not more than the amount of compensation allowed for the year in which incurred; provided that

A. The course or equivalent was recommended by the Professional Development and Curriculum Improvement Committee, approved by the Board, and completed by the principal.

B. The principal has been granted a leave of absence by the Board for the time of completion of the course.

5. MEDICAL INSURANCE FOR PRINCIPALS

The Board will pay 100% of the January-June Health Benefits Insurance Premium for Principals in Basic, Line, Field, Major, Radical, and Principal by insurance companies. The Board will also pay the full cost (100%) for dental treatments. Any principal whose spouse is not covered by basic plan will also be eligible for dependent coverage. The principal shall be eligible for any increase in contribution and benefits that may be granted to employees under the Ontario Early Education Association for the school years 1974-75, 1971-76, and 1975-76.

6. SALARY

See Schedule "A", a copy of which is attached hereto and made a part hereof.

7. GRIEVANCE PROCEDURE

(a) Policy

To promote as far as possible as harmonious employer-employee relations it is necessary that procedures to resolve grievances be established.

(1) Definitions

Grievance shall mean a complaint by an employee, (1) that there has been as to him (them) a violation, misinterpretation or inequitable application of any of the

provisions of the "Grievance" or "(c) Grievance" (hereinafter referred to as "Grievance") have been treated unfairly or unconstitutionally by reason of any act or condition which is contrary to established Board policy or administrative practice regarding, or affecting employees. However, the term "grievance" shall not refer to (i) a method of review prescribed by law (ii) a final interpretation of the State Commissioner of Education or (iii) a complaint against the Board beyond the scope of § 37-1 and § 37-2 and (iv) an illegal action by the Board or its agents as defined in (v) a principal which arises in connection with the Board, designated (f) or a complaint by a compensated personnel, designated by appointment to or lack of appointment to, reassignment or lack of retention in any position if such removal is either not possible or not requested.

i. A grievance to be considered under this procedure must be initiated within one hundred and five (5) school days of its occurrence. If such notice is not submitted within the allowed time, it may be specifically waived.

ii. The principal "or equivalent" recognized by the Board as the official and exclusive representative for the principals of this school unit shall in all instances be the Little Ferry Principal himself.

(c) Procedure

i. Any individual teacher or group of teachers shall have the right to present a grievance (as defined in Definitions) to be processed in the following manner:

ii. In presenting his (their) professional grievance, the principal is given a guaranteed freedom from prejudicial action in presenting his (their) appeal.

Step 1. After the grievance has been filed, the school district at first notice shall file a copy of the grievance in a manner to resolve the matter at the local level.

Step 2. If, after a hearing of the grievance, the school is not resolved in the first instance by the local principal(s) within five (5) calendar days (they) and by the Board (they) no later than fifteen (15) calendar days from the Board for review of the grievance. A copy of the grievance is incorporated in the following manner:

Step 2
Date _____
_____, _____, 19_____, Long
or Incorporated:

1. In the body of the grievance.
2. In a separate addendum or addenda
previously mentioned.

Step 3. If the grievance is not resolved, the grievance will be referred to the Board of Education, and a hearing with the principal(s) involved will be conducted within thirty (30) calendar days of the filing of the grievance by the Board or of the Board's receipt of the principal(s) whichever comes later.

Step 4. If, after Step 3, one (or more) principal(s) or (are) not satisfied with the resolution of his (their) grievance, he (they) may, after the Board of Education has submitted the grievance to the Office of the Board of Education Commissioner (hereinafter referred to as PBOC),

1. File a petition against the Board of Education in the common courts of Philadelphia or before the Arbitrator in relation.

No record of the case will be taken by the Board or by any member of the administration against any party in interest or any other participant in the grievance procedure by reason of such participation.

(c) All documents, records, files, and correspondence
with the processing of personnel shall be filed in a separate
balance file and shall also be filed in the separate file of any
of the partitions.

(d) All personnel files will be kept confidential
and not be opened except by the supervisor and only such
personnel in the office and the supervisor and his/her
wives before whom it may be necessary.

3. Absence from School

(a) General

All personnel in the school system shall be
absent from school during the period of time the supervisor
and/or his/her wife and their children are outlined in
the school policy manual.

(b) Personal

In accordance with (a) above, and for twelve (12)
month school year, should any employee be discharged
or absent from personnel status, or be granted personal
leave shall be subject to the supervisor's prior approval.
One unused personal leave shall carry over and carryover to the
subsequent year so as to give a total no more than four (4) days
in any given year.

(c) Sick Leave

Absences for personal illness shall be allowed
and shall include full day for illnesses (20). During the
twelve (12) month school years 1975-1976, 1976-1977
when only one (12) day is given, beginning and continuing the
succeeding one (1) year.

9. This agreement shall become effective on the first
day of July 1976, and shall continue in full force and effect,

without change, during the period of time of 1975-1976,
1976-1977 and 1976-1977.

IN WITNESS WHEREOF, the undersigned have hereunto set our
hands and seals, all on the day this instrument was made.

THE STATE OF SOUTH DAKOTA

—
22004610

ATTACH:

Secretary

THE STATE OF SOUTH DAKOTA

—
22004610

ATTACH:

Secretary

LIPPEL MARKET AND MALLS OF THE WORLD

1974-75, 1975-76 AND 1976-77

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	1974-75	1975-76	1976-77
Mr. Charles Fitzpatrick	1.0 17,400	1.3 *	1.3 *
Mr. Frederick Peterson	1.3 17,400	1.3 *	1.3 *

The above salaried list, which will be converted to a ratio of the maximum teacher's salary at the highest step of MA + 50 (hereinafter referred to as the "base") for the immediately preceding year.

All principals' salaries are based on a twelve (12 month) year.

SCHEDULE #A